**IN THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF NEW JERSEY**

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| MICHAEL RANGLIN<br>207 Elizabeth Ave., Apt 2<br>Asbury Park, NJ 07712<br><br>Plaintiff,<br><br>v.<br><br>BLOOMBERG FINANCE, LP<br>431 Ridge Rd<br>Dayton, NJ 08810<br><br>and<br><br>MODIS, INC.<br>90 Woodbridge Center Drive #220<br>Woodbridge, NJ 07095<br><br>Defendants. | CIVIL ACTION NO:<br><br>COMPLAINT WITH JURY DEMAND |

## CIVIL ACTION COMPLAINT

Plaintiff Michael Ranglin (hereinafter "Plaintiff"), by and through undersigned counsel, hereby complains as follows against Defendants Bloomberg Finance, LP and Modis, Inc., (hereinafter collectively referred to as "Defendants.")

## INTRODUCTION

1. Plaintiff has initiated this action to redress Defendants' violations of the Americans with Disabilities Act ("ADA"), the Employee Retirement Income Security Act ("ERISA"), and the New Jersey Law Against Discrimination ("NJLAD"). Plaintiff suffered from a substantial health condition and requested an accommodation to take time off to care for his health condition. In response, Defendants fired Plaintiff due to his disability and/or because

he had requested an accommodation. In addition, upon information and belief, Defendant fired Plaintiff because his health condition would have caused Defendants' financial burden related to health care costs to increase. As a result of these actions, Plaintiff suffered damages as set forth herein.

## JURISDICTION AND VENUE

2. This Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because the claims herein arise under laws of the United States, the ADA and ERISA. This Court has supplemental jurisdiction over the related state law claims because they arise out of the same circumstances and are based upon a common nucleus of operative fact.

3. This Court may properly maintain personal jurisdiction over Defendant because Defendant's contacts with this state and this judicial district are sufficient for the exercise of jurisdiction over Defendant to comply with traditional notions of fair play and substantial justice.

4. Pursuant to 28 U.S.C. § 1391, venue is properly laid in this judicial district because all of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district.

5. Plaintiff has exhausted all administrative remedies required as a prerequisite to the filing of his instant ADA claims.

## PARTIES

6. The foregoing paragraphs are incorporated herein as if set forth in full.

7. Plaintiff is an adult individual, with an address as set forth in the caption.

8. Defendant Bloomberg Finance, LP. (hereinafter referred to as "Defendant Bloomberg") is a corporation that conducts business within the state of New Jersey at the address set forth in the caption.

9. Defendant Modis, Inc. (hereinafter referred to as "Defendant Modis") is a corporation that conducts business within the state of New Jersey at the address set forth in the caption.

10. At all times relevant herein, Defendants acted through its agents, servants, and employees, each of whom acted at all times relevant herein in the course and scope of their employment/engagement with Defendants.

## FACTUAL BACKGROUND

11. The foregoing paragraphs are incorporated herein as if set forth in full.

12. In or around 2002, Plaintiff was diagnosed with Crohn's disease, specifically Ulcerated Colitis and Primary Sclerosing Cholangitis (hereinafter "disability").

13. Plaintiff's symptoms of his disability include, but are not limited to, severe abdominal pain, nausea and diarrhea.

14. Defendant Modis is a staffing company.

15. Upon information and belief, Defendant Modis self-insured the health insurance plan provided to its employees.

16. In or around early September 2015, Defendant Modis hired Plaintiff as an IT specialist.

17. Plaintiff's position with Defendant Modis would have provided medical benefits if it had not fired him.

18. Plaintiff told Defendant Modis that he planned to enroll in the healthcare plan offered to him.

19. During Plaintiff's interview with Defendant Modis, Plaintiff informed Recruiter Mohammed Nazmussdad ("Recruiter Nazmussdad") of his disability and further explained that the flare ups of his disability were sporadic and may need to be attended to at any time.

20. Thereafter, through Defendant Modis, Plaintiff interviewed with Defendant Bloomberg for the position of an IT specialist.

21. During Plaintiff's interview with Defendant Bloomberg Plaintiff informed Defendant Bloomberg of his disability and further explained that the flare ups of his disability were sporadic and may need to be attended to at any time.

22. Defendant Bloomberg informed Plaintiff of their policies for taking time off from work, specifically that they were very accommodating and offered unlimited sick days.

23. On or around September 10, 2015, Defendant Modis placed Plaintiff as an IT specialist with Defendant Bloomberg.

24. On or around October 8, 2015, Plaintiff began to feel ill and informed his Supervisor Adam Motto ("Supervisor Motto") that he needed to go see his doctor soon.

25. Thereafter, on or around October 9, 2015, Plaintiff experienced a severe flare up of his disability and was admitted to this hospital due to same.

26. Plaintiff immediately informed Recruiter Nazmussadad and Supervisor Robert Stanley he would not be at work due to the flare up of his disability.

27. Plaintiff remained in the hospital for the next ten (10) days.

28. Throughout the duration of his hospital stay, Plaintiff remained in contact with Defendant Modis and Defendant Bloomberg and provided updates of his condition and anticipated release date.

29. On or around October 20, 2015, Plaintiff was discharged from the hospital.

30. Plaintiff immediately called Supervisor Motto and told him he would be returning to work the next day.

31. On October 21, 2015, Plaintiff returned to work and began experiencing another flare up of his disability, requiring him to return to the hospital for immediate treatment.

32. Plaintiff called Supervisor Motto and informed him of same.

33. Later that day, Recruiter Nazmussadad called Plaintiff and fired him.

34. When Plaintiff asked why he was being terminated, Recruiter Nazmussadad told him he didn’t feel comfortable given the type of the business and that Defendant Modis and Defendant Bloomberg needed employees with high attendance to ensure 24-hour coverage.

35. Accordingly, Defendants fired Plaintiff due to his disability and/or perceived disability.

**COUNT I**
**Violations of the Americans with Disabilities Act (“ADA”)**
**(Disability Discrimination)**

36. The foregoing paragraphs are incorporated herein as if set forth in full.

37. At all times relevant herein, Defendants are and continue to be an “employer” within the meaning of the ADA.

38. At all times relevant herein, Plaintiff was employed by Defendants as an “employee” within the meaning of the ADA.

39. The ADA prohibits employers, such as Defendants from terminating an employee on the basis of a disability.

40. At all times relevant herein, Plaintiff’s Disabilities rendered him an individual with a disability under the ADA.

41. At all times relevant herein, Defendants perceived Plaintiff to be suffering from a disability.

42. Defendants violated Plaintiff's rights under the ADA by firing Plaintiff due to his Disabilities and/or perceived disability.

43. Defendants' aforementioned actions constitute violations of the ADA.

**COUNT II**
**Violations of the ADA**
**(Retaliation)**

44. The foregoing facts are incorporated herein as if set forth in their entirety.

45. Defendants subjected Plaintiff to discrimination based on his disability.

46. Defendants violated Plaintiff's rights under the ADA by firing Plaintiff due to his Disabilities, perceived disability, and/or request for an accommodation.

47. Defendants' aforementioned actions constitute violations of the ADA.

**COUNT III**
**Violations of the Employee Retirement Income Security Act ("ERISA")**
**(Interference)**

48. The foregoing paragraphs are incorporated herein as if set forth in full.

49. Defendant Modis offered an ERISA employee welfare benefit plan ("plan").

50. The plan provides health insurance to plan participants.

51. The plan's participants are employees of Defendant Modis and their families.

52. Upon information and belief, Defendant Modis provides financing for the plan.

53. The plan has procedures for receiving benefits.

54. Plaintiff would have been an eligible participant under the terms of the plan.

55. Defendant Modis interfered with Plaintiff's ERISA rights by firing him to prevent him from receiving healthcare insurance under the plan.

56. As a result of Defendant Modis' actions as described above, Defendant Modis violated ERISA causing Plaintiff to suffer damages.

**COUNT IV**
**Violations of ERISA**
**(Retaliation)**

57. The foregoing paragraphs are incorporated herein as if set forth in full.

58. Defendant Modis retaliated against Plaintiff for attempting to secure healthcare benefits from the plan by firing him because he had expensive medical conditions that the health plan covered.

59. As a result of Defendant Modis' actions as described above, Defendant Modis violated ERISA causing Plaintiff to suffer damages.

**COUNT V**
**Violations of the New Jersey Law Against Discrimination ("NJLAD")**
**(Disability Discrimination)**

60. The foregoing paragraphs are incorporated herein as if set forth in full.

61. At all times relevant herein, Defendants are and continue to be an "employer" within the meaning of the NJLAD.

62. At all times relevant herein, Plaintiff was employed by Defendants as an "employee" within the meaning of the NJLAD.

63. The NJLAD prohibits employers, such as Defendants from terminating an employee on the basis of a disability.

64. At all times relevant herein, Plaintiff's Disabilities rendered him an individual with a disability under the NJLAD.

65. At all times relevant herein, Defendants perceived Plaintiff to be suffering from a disability.

66. Defendants violated Plaintiff's rights under the NJLAD by firing Plaintiff due to his Disabilities and/or perceived disability.

67. Defendants' aforementioned actions constitute violations of the NJLAD.

**COUNT VI**
**Violations of the New Jersey Law Against Discrimination ("NJLAD")**
**(Retaliation)**

68. The foregoing facts are incorporated herein as if set forth in their entirety.

69. Defendants subjected Plaintiff to discrimination based on his disability.

70. Defendants violated Plaintiff's rights under the NJLAD by firing Plaintiff due to his Disabilities, perceived disability, and/or request for an accommodation.

71. Defendants' aforementioned actions constitute violations of the NJLAD.

**WHEREFORE**, Plaintiff prays that this Court enter an Order providing that:

A. Defendants are to be prohibited from maintaining its illegal policy, practice, or custom of discriminating against employees or prospective employees based on the need to take medical leave, based on having a disability or being perceived as having a disability, and/or based on an association with an individual who has a disability;

B. Defendants are to compensate Plaintiff, reimburse Plaintiff, and make Plaintiff whole for any and all pay and benefits Plaintiff would have received had it not been for Defendants' illegal actions, including but not limited to lost past earnings and future lost earnings;

C. Plaintiff is to be awarded liquidated and/or punitive damages in an amount believed by the Court or trier of fact to be appropriate to punish Defendant's for their willful, deliberate, malicious, and outrageous conduct and to deter Defendant's or other employers from engaging in such misconduct in the future;

D. Plaintiff is to be awarded damages for emotional distress and/or pain and suffering and is to be accorded any and all other equitable and legal relief as the Court deems just, proper, and appropriate;

E. Plaintiff is to be awarded the costs and expenses of this action and reasonable legal fees as provided by applicable law; and

F. Plaintiff's claims are to receive a trial by jury.

Respectfully submitted,

**SWARTZ SWIDLER, LLC**

*/s/ Daniel Horowitz*
Daniel A. Horowitz, Esq.

Dated: April 26, 2017